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**NOTE: CHANGES HAVE BEEN
MADE TO THIS DOCUMENT**

Attorneys For Defendant
TELEDYNE CONTINENTAL MOTORS, INC.,
Erroneously sued and served herein as
"Teledyne Technologies, Inc."

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

VIRGINIA LITTLE, Individually and as
Executor of the Estate of ROBERT JAMES
LITTLE, and KIMBERLY LITTLE,
individually and as Next Friend of ROBERT
AUSTIN LITTLE, Deceased,

Case No. C 07-1815 VBF (FFMx)

STIPULATED PROTECTIVE ORDER

Plaintiffs,

vs.

Judge: Hon. Valerie Baker Fairbank
Courtroom: 9

PIPER AIRCRAFT COMPANY,
TELEDYNE TECHNOLOGIES, INC.,
FESSLER AVIATION, INC., ELLIOT
AVIATION OF THE QUAD CITIES, INC.,
PRECISION AIRMOTIVE
CORPORATION AND DOES 1-500,
Inclusive,

Defendants.

IT IS HEREBY ORDERED that plaintiffs Virginia Little and Kimberly Little
("Plaintiffs"), and Teledyne Continental Motors, Inc. erroneously served and sued as Teledyne
Technologies, Inc. ("Teledyne"), Piper Aircraft Company, and Precision Airmotive LLC,
erroneously sued as Precision Airmotive Corporation (collectively, "Defendants"), and their
respective counsel, shall be subject to this Protective Order, as follows:

1 Need and Application

2 1.1 This action arises from a November 6, 2005 aircraft accident that occurred
3 during an attempted landing of a general aviation aircraft piloted by Plaintiffs' decedent,
4 Robert Little. The parties anticipate that they will engage in extensive discovery regarding,
5 among other things: (1) the maintenance, inspection, and operation of the aircraft and its
6 component parts; (2) the design and certification of the aircraft and its component parts; (3)
7 contract, sales, promotional, and warranty materials regarding the subject aircraft and its
8 component parts; (4) manuals, technical specifications, engineering recommendations, service
9 bulletins, and other technical documents relating to the aircraft and its component parts; and
10 (5) documents produced and/or generated as part of the accident investigation.

11 1.2 Discovery relative to these and other topics will necessitate the disclosure of
12 what each party contends is confidential and sensitive information, such as trade secrets,
13 financial and pricing information, and non-public information about existing or potential
14 customers. Prior to production, no party can effectively evaluate the claims of the other as to
15 the need for protection. Thus, a means which enables the production of documents at least
16 to the point of evaluating the claims of need for protection, and an order specifying how such
17 documents need to be treated, is required. Moreover, pursuant to the terms of this Protective
18 Order, any document designated as confidential where that designation is disputed can be
19 identified as such and the matter submitted to the Court for resolution.

20 1.3 In essence, in the absence of a stipulated protective order, the Court would have
21 to evaluate innumerable documents individually, and this task would likely severely burden the
22 Court's processes and slow discovery. As to those documents which are entitled to
23 protection, disclosure of such confidential information is likely to prejudice the legitimate
24 business, competitive, and/or privacy interests of the parties or of third parties. A protective
25 order is thus needed in this action to enable the documents to be evaluated, to protect against
26 unauthorized disclosure of confidential information, and to ensure that such information will
27 be used only for purposes of this action. A protective order will also expedite the flow of
28 discovery materials, protect the integrity of truly confidential information, promote the

1 prompt resolution of disputes over confidentiality, protect material worthy of protection, and
 2 ensure that protection is afforded only to materials so entitled.

3 Terms: The terms defined in this Paragraph shall have the meanings provided.

4 Defined terms may be used in the singular or plural.

5 2.1 “Action” specifically refers to the pretrial proceedings and trial or settlement of
 6 *Virginia Little, et al. v. Piper Aircraft Company, et al.*, Case No. C 07-1815 VBF (FFMx).

7 2.2 “Producing Party” means the party, or the person or entity other than a party,
 8 being asked to produce documents or information considered by that party person or entity to
 9 be Confidential Information, and includes a party asserting a confidentiality interest in
 10 information produced by others.

11 2.3 “Receiving Party” means that party/person/entity receiving or requesting
 12 production of Confidential Information.

13 2.4 “Confidential Information” means information, whether or not embodied in
 14 any physical medium, including all originals and copies of any document and/or information,
 15 used by the Producing Party in or pertaining to its business, or information pertaining to
 16 third-party privacy interests, which information the Producing Party reasonably and in good
 17 faith believes contains or concerns confidential, non-public, proprietary and/or sensitive
 18 information including, but not limited to, information regarding a party’s finances, processes,
 19 products, services, research & development, manufacturing, purchasing, accounting,
 20 engineering, designing, marketing, merchandising, selling, distribution, leasing, and servicing
 21 systems and techniques, licensing, distribution, financial data, technical information, product
 22 specifications, testing procedures, test criteria and results, personnel records and information,
 23 non-public submissions and communications with government agencies, proprietary or
 24 nonpublic commercial information, proprietary information, intellectual property, including
 25 trade secret information, information involving privacy interests, and commercially and/or
 26 competitively sensitive information of a nonpublic nature, or received on a confidential basis.
 27 By way of example only, such information includes schematics, designs, models, drawings,
 28 manuals, memoranda, specifications, computer software, computer printouts, computer

1 programs, development tools and processes, technical data and improvements. It also
 2 includes plans or proposals with regard to any of the foregoing, whether implemented or not,
 3 and any electronic data recorded, sent or retrieved by any means that contains any of the
 4 foregoing information. Confidential Information also includes information concerning
 5 plaintiffs' and plaintiffs' decedents' health, mental condition, marital status, income tax
 6 returns, and other personal and financial information requested of plaintiff as well as
 7 designated portions of any deposition transcript of the plaintiff containing testimony
 8 concerning any such matters or any other matter plaintiffs believe in good faith should be
 9 protected as Confidential Information.

10 2.5 "Litigation Documents" means all pleadings, motions, affidavits and related
 11 papers, all documents produced or exchanged in the course of this action or any settlement
 12 negotiations, all written discovery responses and all transcripts and testimony given in
 13 depositions, in hearings or at trial.

14 Designation of Confidential Information

15 3.1 In connection with discovery proceedings in this Action, any Producing Party
 16 may designate any document, thing, material, testimony or other information derived
 17 therefrom, and which contains, describes, identifies or refers to Confidential Information, as
 18 "CONFIDENTIAL" under the terms of this Protective Order, by stamping copies of the
 19 document produced with the legend "CONFIDENTIAL." Third parties producing
 20 documents in the course of this action may also designate documents as "Confidential"
 21 subject to the same protections and constraints as the parties to the Action if that third party
 22 agrees to the terms of the Protective Order and so demonstrates by signing Attachment A. A
 23 copy of this Protective Order shall be served along with any subpoena served in connection
 24 with this action.

25 Use of Confidential Information

26 4.1 The Confidential Information designated "CONFIDENTIAL" and produced
 27 shall be used for this Action, and shall not be used for any other action or purpose
 28 whatsoever and shall not, without leave of this Court, be disclosed to any person or entity

1 other than this Court (~~under seal~~) (**FFM**) and the parties to this Action and their counsel,
2 each of whom shall be subject to the terms of this Protective Order. This information shall
3 not be used for any other purpose, including business, governmental, commercial,
4 administrative, or judicial proceedings.

5 4.2 The disclosure by counsel for a party of the Confidential Information to
6 paralegals and clerical staff employed by the disclosing counsel's office is allowed under the
7 terms of this Protective Order without limitation and without the need to execute a
8 Declaration. Such disclosure shall not constitute a violation or a waiver of the protections
9 afforded by this Protective Order. Said paralegals and staff, as employed as agents of the
10 disclosing counsel, are bound by this Order to the same extent as the parties and attorneys are
11 bound. Disclosure by counsel for a party of the Confidential Information to experts retained
12 by the disclosing counsel shall not constitute a violation or waiver of the protections afforded
13 by this Protective Order so long as the expert to whom disclosure is made has executed a
14 Declaration in the form attached as Exhibit A. A copy of each executed Declaration shall be
15 maintained by the retaining counsel for Plaintiffs or Defendants, respectively.

16 Depositions

17 5.1 During a deposition, any party may ask the reporter to designate certain
18 portions of the testimony as Confidential, in which case the Confidential portions shall be
19 separately transcribed and labeled as Confidential. In addition, within thirty (30) days after a
20 copy of the transcript is delivered to the parties, counsel may designate the entirety or any
21 specified portion of the transcript or exhibits thereto as Confidential by letter to the opposing
22 party. Until such thirty (30) day period expires, the entirety of such transcripts and all exhibits
23 shall be treated as Confidential and subject to this Order. After such thirty (30) day period
24 expires, such transcripts, exhibits or portions designated as Confidential shall be treated as
25 such under this Order. If no such designation is made within thirty (30) days, such transcripts
26 or exhibits shall not be subject to this Order, except for good cause shown by the designating
27 party. All parties in possession of a copy of a designated deposition transcript shall
28 appropriately mark it as containing Confidential Information.

1 Interrogatories

2 6.1 Any party may, in good faith, designate Confidential Information contained in a
3 response to an interrogatory by designating the responses “Confidential,” or the Receiving
4 Party otherwise shall be advised in writing of such confidential status, and the information
5 may be served and filed in a separate document if desired.

6 Mistake or Inadvertence

7 7.1 Notwithstanding the procedure set forth above, documents or other discovery
8 materials produced and not designated as “Confidential” through mistake or inadvertence
9 shall likewise be deemed Confidential upon notice of such mistake or inadvertence. Any party
10 receiving such inadvertently unmarked documents shall make reasonable efforts to retrieve
11 documents distributed to persons not entitled to receive documents with the corrected
12 designation. Any party may request a change in the designation of any information designated
13 “Confidential.” Any such document shall be treated as designated until the change is
14 completed. If the requested change in designation is not agreed to, the party seeking the
15 change may move the court for appropriate relief, providing notice to any third party whose
16 designation of produced documents as “Confidential” in the action may be affected. The
17 party asserting that the material is Confidential shall have the burden of proving that the
18 information in question is protected from disclosure.

19 7.2 Where a Producing Party has inadvertently produced a document which the
20 Producing Party later claims should not have been produced because of privilege, the
21 Producing Party may require the return of any such document within 10 days of discovering
22 that it was inadvertently produced (or inadvertently produced without redacting the privileged
23 content). A request for the return of any document shall identify the document by Bates
24 number and the basis for asserting that the specific document (or portions) is subject to the
25 attorney-client privilege, work product doctrine, or any other applicable privilege or immunity
26 from discovery, basis for asserting that production was inadvertent, and the date of discovery
27 that there had been an inadvertent production. The inadvertent production of any document
28 which a Producing Party later claims should not have been produced because of a privilege

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will not be deemed to be a waiver of any privilege to which the Producing Party would have been entitled had the privileged document not inadvertently been produced. If a Producing Party requests the return of the document, pursuant to this paragraph, of any such document from another party, the party to whom the request is made shall within ten (10) days return to the requesting party all copies of the document within its possession, custody, or control – including all copies in the possession of experts, consultants, or others to whom the document was provided. In the event that only portions of the document contain privileged subject matter, the Producing Party shall substitute a redacted version of the document at the time of making the request for the return of the requested document. In the event the Receiving Party contests the claim of privilege or inadvertent production, the Receiving Party shall file a motion within 10 days after return of the document to obtain a court determination that the document is not privileged.

Challenge of Designation

8.1 The Receiving Party shall not be obligated to challenge the propriety of the Confidential Information designation at the time made or upon a submission to the Court. In the event a party disagrees at any stage of these proceedings with the Producing Party's particular designation of Confidential Information, the parties shall first try to dispose of such dispute in good faith on an informal basis. If a dispute cannot be informally resolved, the Receiving Party may seek appropriate relief from this Court, and the Producing Party shall have the burden of proving that the information is entitled to confidentiality protection. The Confidential Information shall remain Confidential according to the particular status given to it by the designating party unless and until the court rules to the contrary.

Court Filings

9.1 Unless otherwise ordered by this Court, or agreed to by all parties to this Action, any documents, including but not limited to pleadings, memoranda, deposition notices, deposition transcripts, interrogatories, requests for document production, subpoenas, and responses thereto containing, paraphrasing or summarizing discovery material designated "CONFIDENTIAL," produced in this Action, and **intended to be (FFM)** filed with this

1 Court shall be ~~filed~~ **lodged (FFM)** in a sealed envelope or other suitable container with a
 2 cover label bearing the caption of the action, the title of the document, and a statement
 3 substantially in the following form:

4 “CONFIDENTIAL: THE CONTENTS OF THIS ENVELOPE ARE NOT TO BE
 5 SCANNED AND ARE SUBJECT TO A PROTECTIVE ORDER OF THIS COURT
 6 AND SHALL NOT BE SHOWN TO ANY PERSONS OTHER THAN A JUDGE OF
 7 THIS COURT OR AN ATTORNEY IN THIS CASE.”

8 9.2 All ~~Litigation~~ **such (FFM)** Documents ~~filed~~ **lodged (FFM)** with the Court
 9 containing Confidential Information shall be filed ~~in compliance with the filing requirements~~
 10 ~~set forth in~~ **only pursuant to court order pursuant to (FFM)** Central District Local Rule
 11 79-5. All parties shall be served with a copy of the application and proposed order required
 12 under Local Rule 79-5.1.

13 Jury

14 ~~10.1 Counsel for a party shall not, in the presence of the jury, comment on the~~
 15 ~~reasons or motivation for designating the Confidential Information as “CONFIDENTIAL”~~
 16 ~~without first having obtained permission of the Court to do so. (FFM)~~

17 Subpoena by Courts or Agencies

18 11.1 If another court or an administrative agency subpoenas or orders production of
 19 Confidential Information that the parties have obtained under the terms of this Stipulation
 20 and Protective Order, the parties shall promptly notify the Producing Party of the pendency
 21 of such subpoena or order. At least ten (10) days after notifying the producing party of such
 22 subpoena, the subpoenaed party and his/her/its agents shall be entitled to comply with the
 23 subpoena, unless the producing party has filed for or succeeded in obtaining an order
 24 modifying or quashing the subpoena. In the event the return or response date for any such
 25 subpoena or the compliance date for any such order is less than ten (10) days after service
 26 thereof, the subpoenaed party shall: (1) request an extension of the return or compliance date;
 27 and (2) advise the producing party immediately of such return or compliance date.

28 Termination

12.1 This Protective Order shall be binding throughout and after final adjudication of this Action, including any final adjudication of any appeals and petitions for extraordinary writs. Within sixty (60) days after final adjudication of this Action, the Clerk of this Court shall return under seal to counsel for the producing party all Confidential Information designated “CONFIDENTIAL” including, without limitation, all transcripts or other things which were subject to the provisions of this Protective Order, and within one-hundred and twenty (120) days after final adjudication of this Action, counsel then having possession, custody or control of such materials, transcripts, or other things designated “CONFIDENTIAL” shall return to counsel for the producing party all such Confidential Information.

Additional Protection

13.1 Nothing in this Protective Order shall be construed to preclude any party from seeking additional protection for the Confidential Information or the contents of the Confidential Information designated as “CONFIDENTIAL” or from otherwise seeking a modification of this Protective Order.

Modification Permitted

14.1 Nothing in this Stipulation and Protective Order shall prevent a party from seeking modification of this Stipulation and Protective Order, or from objecting to discovery that it believes otherwise to be improper.

Responsibility of Attorneys

15.1 The attorneys of record are responsible for employing reasonable measures, consistent with this Stipulation and Protective Order, to control duplication of, access to, and distribution of copies of Confidential Information. Parties shall not duplicate any Confidential Information except working copies and for filing in court under seal. All copies made of Confidential Information shall bear the appropriate “Confidential” designation.

No Waiver

16.1 Review of Confidential Information by counsel, experts, or consultants for litigants in this Action shall not waive the confidentiality of documents or objections to

1 production.

2 16.2 The inadvertent, unintentional, or in camera disclosure of Confidential
3 Information shall not, under any circumstances, be deemed a waiver in whole or in part, of
4 any party's claims of confidentiality.

5 16.3 Nothing contained in this Stipulation and Protective Order shall constitute a
6 waiver of, or otherwise prejudice the Producing Party's right to protect from disclosure any
7 information based on any applicable privilege, right of privacy, trade secret protection or other
8 statutory or common law immunity.

9 16.4 The parties shall take such measures as are necessary and appropriate to prevent
10 the public disclosure of Confidential Information through inadvertence or otherwise, after the
11 conclusion of this litigation.

12 Scope of Stipulation and Protective Order

13 17.1 This Stipulation and Protective Order shall not enlarge or affect the proper
14 scope of discovery in this or any other litigation, nor shall this Order imply that material
15 designated as "Confidential" under the terms of this Order is properly discoverable, relevant
16 or admissible in this or any other litigation.

17 17.2 The entry of this Stipulation and Protective Order shall be without prejudice to
18 the rights of the parties, or of any non-party to assert or apply for additional or different
19 protection at their discretion.

20 17.3 Nothing contained in this Stipulation and Protective Order and no action taken
21 pursuant to it shall prejudice the right of any party to contest the alleged confidentiality,
22 relevancy, admissibility, or discoverability of the Confidential Information sought.

23 17.4 The terms of this Stipulation and Protective Order shall survive and remain in
24 effect after the termination of this Action and any related lawsuit. The parties agree that the
25 Court may maintain jurisdiction over this matter beyond the termination of this Action for
26 purposes of enforcement of this agreement.

27 **17.5 Nothing herein should be construed as relating to any evidence**
28 **presented at court proceedings or trial. Any requests regarding restrictions on such**

1 evidence, or the manner of presenting it, must be made to the judicial officer
2 conducting the proceedings. (FFM)

3 Rulings

4 18.1 Nothing in this Protective Order shall be construed to prevent this Court from
5 disclosing any facts relied upon by it in making or rendering any finding, ruling, order,
6 judgment or decree of whatever description.

7 This Stipulation may be executed in counterparts

8 19.1 Facsimile signatures will be considered as valid signatures.

9 Costs

10 20.1 Each party shall bear its own costs for complying with this Protective Order.

11
12 **ORDER UPON STIPULATION**

13 IT IS SO ORDERED.

14 / S / FREDERICK F. MUMM

15 DATED: October 1, 2008

16 FREDERICK F. MUMM
17 United States Magistrate Judge
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ATTACHMENT A

DECLARATION

I, the undersigned, do hereby declare:

I have read the protective order in the subject lawsuit regarding confidential and proprietary documents and have been apprised of its terms by _____, attorney(s) for _____.

I hereby agree to abide by the terms of said order, entitled "Stipulated Protective Order."

I declare under penalty of perjury that the foregoing is true and correct.

Executed this ____ day of _____, 2008 at _____.

Sign: _____

Name: _____

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